

# Agenda Item Form

Agenda Date: 09/14/04

Districts Affected: All

Dept. Head/Contact Information: Museum of Art, Becky Duval-Reese, (915) 532-1707

## Type of Agenda Item:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Resolution                                      | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                      | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                    | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                           | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Independent Contractors</u> |  |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: Restricted Account- funds from class fees

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Contract teachers for fall art classes which begin in September thru May, 2005.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Instructors' salary which they are paid only if the class has enough students to cover supplies, salary and other fees

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and the following individuals to teach art classes and/or adult studio classes at the Museum of Art, from September 15, 2004 through May 31, 2005.

1. **MARIE LIVINGSTON**, \$15.00 hourly rate, not to exceed 20 hours per week and a maximum amount of \$2,250.00.
2. **ALICE A. PARRA**, \$15.00 hourly rate, not to exceed 20 hours per week and a maximum amount of \$2,800.00.
3. **NORMA NAJERA-MACIAS**, \$15.00, not to exceed 20 hours per week and a maximum of \$2,800.00.

APPROVED this 14th day of September, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

APPROVED AS TO FORM:

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Richarda Duffy Momsen  
City Clerk

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INDEPENDENT CONTRACTOR CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARIE LIVINGSTON**, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor on behalf of the Museum of Art; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.    SCOPE OF SERVICES.    The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Aid in teaching the Neighborhood Kids Program under the direction of the Outreach Coordinator, guide discussions in the Museum galleries, and teach studio actiities in the Museum classrooms for children in the Program.

2.    TIME OF PERFORMANCE.    The services of Contractor are to take place from September 15, 2004 through May 31, 2005.

3.    COMPENSATION AND METHOD OF PAYMENT.    The Contractor shall be paid an hourly rate of Fifteen and 00/100 Dollars (\$15.00), not to exceed 20 hours per week and a maximum amount of \$2,250.00.    The City will provide no fringe benefits. Contractor agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4.    LOCATION OF PERFORMANCE.    The places where such services are to be performed is at Museum of Art, in the City and County of El Paso, Texas, or such other

places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after five (5) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The City shall have the right immediately to terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises,

representations and understanding relative thereto herein being merged.

9. **NOTICE.** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso  
Museum of Art  
Attn: Director  
One Arts Festival Plaza  
El Paso, Texas 79901

CONTRACTOR: Marie Livingston

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 14th day of September , 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Marie Livingston

(Signatures continued on page 4)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Becky Duval Reese, Director  
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary

Date: 9/9/04

# Marie Livingston

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## Objective: Museum School Instructor

### Highlights of Qualifications

- Previous experience as instructor at Museum
- Currently a docent at Museum
- Strong background in Art

### Professional Experience

**El Paso Museum of Art, El Paso, TX**  
*Instructor of Art*

2000 - Present

This spring I was a teacher with the neighborhood schools project. An amazing experience for me and the kids. I realized with that project just how much the museum facilities and classrooms could contribute to community here in El Paso. It was very rewarding to be able to combine what the museum had to offer with what the children were working on in their classrooms, specifically the TAAS tests skills. I also taught Art Camp during the spring and summer, Girl Scout Workshops and various Look and Do projects.

**El Paso Museum of Art, El Paso, TX**  
*Instructor of Art*

1998-1999

Developed and taught classes for adults in Papermaking and Handbuilding with Clay, when Museum first opened in new location.

**Arts Resources Department, El Paso, Tx.**

1996-1998

Artist-in-residence Papermaking workshops in El Paso Schools. Prior to this program, I presented these workshops on a volunteer basis for over a decade.

**Prints Charming Custom Framing**

1994-2000

Custom Framing Designer and Art Researcher. Also placed orders for materials, supplies and artwork.

### Education

Bachelor of Fine Arts, Ceramics and Sculpture - **UTEP**

1983

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

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This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ALICE A. PARRA**, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor on behalf of the Museum of Art; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.   The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Aid in teaching the "Neighborhood Kids Program" under the direction of the Outreach Coordinator; guide discussions in the Museum galleries; and teach studio activities in the Museum classrooms for children in the Program.

2.     TIME OF PERFORMANCE.   The services of Contractor are to take place from September 15, 2004 through May 31, 2005.

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9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor  
at the following addresses:

CITY: City of El Paso  
Museum of Art  
Attn: Director  
One Arts Festival Plaza  
El Paso, Texas 79901

CONTRACTOR: Alice A. Parra

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 14th day of September, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Alice A. Parra

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Becky Duval Reese, Director  
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary

Date: 9/9/04

## **ALICE A. PARRA**

**Qualification Summary:** Proven leadership abilities in teaching all age levels, curriculum development, teacher training and supervision.

### **PROFESSIONAL EXPERIENCE**

**Docent El Paso Museum of Art - 2002-To present**

**ESOL Instructor-** El Paso Community College- January 2000- To present.

- Teaches ESOL

**Educational Consultant-** June 1999- To present.

- Trained Socorro Independent School District elementary and middle school teachers
- Trained El Paso Independent School District Foreign Language teachers
- Developed curriculum for Reading and Writing Workshop
- Trained El Paso Independent School District ESL teachers
- Reviewed and revised ESL textbooks for Heinle and Heinle Publishers

**Spanish Teacher-** Córdoba Middle School, El Paso Independent School District, El Paso, Texas- August 1998- May 1999.

- Taught Spanish as a foreign language to sixth, seventh, and eighth grade students
- Coached students for UIL competition
- Trained Cd. Juarez teachers in the implementation of interdisciplinary units

**ESL Teacher-** Harold Wiggs Middle School, El Paso Independent School District, El Paso, Texas- August 1993- May 1998.

- Taught Spanish to sixth, seventh and eighth grade native Spanish speakers
- Taught ESL to eighth grade beginning level students
- Planned cooperative, thematic units with team members
- Taught adult ESL classes
- Trained district ESL teachers in language acquisition strategies
- Trained district ESL teachers in Reading and Writing strategies
- Supervised and mentored student teachers and interns
- Wrote ESL Learning Strategies curriculum
- Served as team leader
- Revised ESL curriculum for middle school
- Supervised students in school newspaper production
- Coached students for UIL competition
- Served on Local Textbook Adoption Committee
- Revised Reading and Writing Workshop Guide

Alice A. Parra  
Page Two

**Committee Member-** Texas State Board for Education Certification, Austin, Texas, 1996-1997

- Set standards for Bilingual Comprehensive EXCET
- Reviewed and revised questions for Bilingual Comprehensive EXCET

**Committee Member-** Texas State TAAS Committee, Austin, Texas, 1996

- Reviewed and revised Spanish sixth grade TAAS

**Bilingual Teacher-** Hughey Elementary School, El Paso Independent School District, El Paso, Texas- August 1974- 1993

- Taught fifth grade beginning level ESL students
- Served as campus resource teacher
- Served as grade level representative
- Wrote district Bilingual curriculum
- Wrote curriculum for Language Arts in Spanish
- Trained district Bilingual and ESL teachers
- Wrote thematic units for district implementation guide
- Wrote curriculum for Language Exploration Course
- Supervised student teachers
- Wrote Reading Study Guide
- Served on Local Textbook Adoption Committee

**Literacy Volunteer-** El Paso Community College Literacy Program, 1990-1993

- Taught adult literacy

**Consultant-** Addison-Wesley Publishing Company, 1990

- Wrote ESL strategies for Science textbooks

**Consultant-** Socorro Independent School District, 1987

- Trained teachers in Bilingual Education strategies

**Consultant-** Scott Foresman Company, 1986

- Served as ESL consultant for Reading series

**Elementary Teacher-** Edgar Park Elementary School, El Paso Independent School District, August 1969-1974

- Taught Spanish to seventh grade students
- Taught fifth grade regular ed. students

## PROFESSIONAL ACTIVITIES

**TEXTESOL I Member-** Texas Teachers of English to Speakers of Other Languages, 1986- To present

- Treasurer
- Registration chairman for State Conference 2003
- Newsletter editor
- Served as registration chairman for State Conference- 1999
- Attended TEXTESOL conferences
- Presented at TEXTESOL International Convention- 1997

**SWABE Member-** Southwest Association of Bilingual Educators, 1997-1999

- Attended conferences
- Presented at TABE state conference

**TFLA Member-** Texas Foreign Language Association, 1998-2000

- Attended conferences

**ACE Member-** Association for Childhood Education, 1995-1999

**Expanding Your Horizons-** Math and Science Conference for girls, El Paso, Texas, 1998-1999

- Sponsored students for conference
- Volunteered to work at conferences

**IRA Member-** International Reading Association, 1975-1998

## EDUCATION

**B.S. in Education,** University of Texas at El Paso, 1969

**Certification of Education-**

- High School Spanish, High School French, 1969
- Elementary, 1972
- Bilingual, 1978

**Additional Training and Education**

- Docent Training El Paso Museum of Art, 2002-2003
- Bilingual and ESOL Summer Institute, 1999
- Reading Wings Training, Johns Hopkins University, 1998
- Bilingual Education and ESOL Summer Institute, 1997
- Curriculum Writing, Dr. Jeanette Gordon, El Paso, Texas, 1997
- Integrated Bilingual Education Program, 1997
- Success for All, Dr. Margarita Calderón, El Paso, Texas, 1996-1997
- Texas Middle School Advanced Summer Academy, Austin, Texas, 1994
- Taller de Literatura Infantil, Morelia, Michoacan, 1993

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

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at the following addresses:

CITY: City of El Paso  
Museum of Art  
Attn: Director  
One Arts Festival Plaza  
El Paso, Texas 79901

CONTRACTOR: Norma Najera-Macias

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 14th day of September, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Norma Najera-Macias

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Becky Duval Reese, Director  
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary

Date: 9/9/04



## **NORMA NAJERA-MACIAS**

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*I am seeking a teaching position, full or part time, where my experience and creative potential can be applied towards the development and growth of pre-school/kindergarten children.*

### **PROFESSIONAL EXPERIENCE**

<b>Aug 2002-Jan 2004</b>	<b>EPISD – AOY Elementary</b>	<b>Kindergarten Teacher/ 1<sup>st</sup> Grade Bilingual</b>
<b>Aug 2001-May 2002</b>	<b>St. Francis On the Hill</b>	<b>Pre-School Teacher</b>
<b>Aug 1991-April 1995</b>	<b>EPISD - Alta Vista Elementary</b>	<b>Second Grade Teacher</b>

### **EDUCATION/CERTIFICATIONS**

<b>December 1990</b>	<b>University of Texas at El Paso</b>	<b>BA Education/Special Ed</b>
<b>December 1990</b>	<b>University of Texas at El Paso</b>	<b>BA Education/Bilingual Ed</b>
<b>LIFE</b>	<b>Texas Teaching Certificate</b>	

### **REFERENCES**

**Upon request**